

BOSTON REDEVELOPMENT AUTHORITY, a public body, politic and corporate, duly organized and existing pursuant to Chapter 121 of the General Laws of Massachusetts, having its usual place of business in Boston, Suffolk County, Massachusetts, in consideration of four hundred forty thousand three hundred seventy six dollars (\$440,376.00) paid grants unto Robert Leventhal, married to Eleanor M. Leventhal, of 20 Drumlin Road, Newton, Middlesex County, Massachusetts, and Norman B Leventhal, married to Muriel G. Leventhal, of 367 Dudley Road, Newton, Middlesex County, Massachusetts as tenants in common, doing business as Center Plaza Associates, with QUITCLAIM COVENANTS, the following described land in said Boston:

1. Parcel 12A containing 36,698 square feet on a plan dated June 4, 1963, revised October 1, 1963, by Whitman & Howard, Inc., Engineers, to be recorded herewith, which Parcel includes registered land and unregistered land, the registered portions of which are as follows: Lot #1 on Plan 4282B, being a portion of the land described in Certificate of Title No. 69193; Lot #1 on Plan 11237B, being a portion of the land described in Certificate of Title No. 70036; Lot #1 on Plan 1185B, being a portion of the land described in Certificate of Title No. 71835.
2. Lot #2 on Plan 4282B, being the remaining portion of the land described in Certificate of Title No. 69193.
3. Lot #2 on Plan 11237B, being the remaining portion of the land described in Certificate of Title No. 70036.
4. Lot #2 on Plan 11185B, being the remaining portion of the land described in Certificate of Title No. 71835.
5. The fee to the center line of all streets shown on said plan as abutting said Parcel 12A to the extent not included in the Parcel and Lots above set forth.

The grantor holds title to the registered land above set forth and hereby conveyed under Certificates of Title issued by the Suffolk Registry, District Nos. 69193, 70036, 71835, and to the unregistered land above set forth and hereby conveyed under taking dated October 25, 1961, recorded with Suffolk Deeds in Book 7600, Page 3.

The premises are granted together with an easement on remaining land of the grantor located to the Southeast of the Southeasterly bound of said Parcel 12A for the purposes of installation and maintenance of foundation footings necessary for the construction of the building to be erected on said Parcel 12A.

The premises are granted together with a temporary construction easement in, on and under the area shown as Pemberton Square on said plan, as said Pemberton Square abuts the granted premises, for the purpose of constructing a garage and other improvements under the same,

said easement to expire upon the grant of a permanent easement by the grantor for the purpose of maintaining and repairing said garage and improvements as built, but in any event no later than 36 months after the date hereof.

The premises are granted together with a temporary construction easement in all of the land abutting the granted premises owned by the grantor, said easement to be used by the grantee in common with others in connection with the construction of improvements on the premises conveyed by this deed. This easement shall expire automatically 26 months from the date hereof. The temporary easement described in this paragraph is granted subject to the grantor's right to maintain existing structures thereon.

Subject to easements for public pedestrian travel shown on said Plan as "Easement for Public Passageway" and "25 Foot Easement for Sidewalk", which easement for public passageway shall be subject to the right of the grantees to use portions thereof for retail purposes, provided that said use does not interfere with public pedestrian travel and is approved by the grantor; and provided further that any necessary licenses are obtained; and which 25 foot easement for sidewalk shall be 8 feet in height and shall be subject to the right of the grantees to construct in said easement area and maintain and use columns for support of their structure above.

The grantees agree for themselves, their successors and assigns that upon the laying out or taking by the City of Boston of said streets abutting the granted premises, or said easements through the granted premises, as shown on said Plan, no claim for damages by reason of such laying out or taking will be made by them so long as such laying out or taking excludes or is made subject to all structural elements of the building to be constructed on the granted premises.

Subject also to the obligation, at the grantor's request, to grant such easements through the granted premises as the grantor shall determine are necessary for proper and convenient access to adjoining properties, but not inconsistent with the grantees' use of the granted premises, provided that at the same time the grantees are granted such related easements as are necessary for proper and convenient access through said adjoining properties but not inconsistent with the use of said adjoining properties.

Subject also to the right of the City of Boston to maintain an existing sewer line in that part of the granted premises which is shown as Cambridge Street on said plan.

The grantees covenant for themselves, their successors and assigns:

A. Until May 25, 2004, to devote the granted premises to and only to the permitted uses and subject to the applicable limitations of the Urban Renewal Plan for the Government Center Project Area, on file in the office of the City Clerk of the City of Boston, or as the same may be from time to time modified as long as any modification applicable to the granted premises is approved by the grantees, their successors and assigns (which Urban Renewal Plan, together with such modifications, is hereinafter referred to as the "Plan"), and which Urban Renewal Plan and modifications thereof shall be duly recorded in the Suffolk County Registry of Deeds.

B. Until May 25, 2004, not to use or devote the granted premises or any part thereof for any use other than the uses or purposes specified in the Plan or contrary to any of the applicable limitations or requirements of the Plan.

C. Until May 25, 2004, to give preference in the leasing of space in the buildings to be constructed on the granted premises to former commercial occupants of the Government Center Project Area to the maximum extent practicable.

D. Until May 25, 2064, not to discriminate upon the basis of race, religion, creed, color, or national origin or ancestry in the sale, lease, or occupancy of the granted premises or any part thereof, or to effect or execute any covenant, agreement, lease, conveyance, or other instrument which provides for such discrimination, and to comply with all state or local laws in effect from time to time forbidding discrimination or segregation by reason of race, religion, color, or national origin in the sale, lease or occupancy thereof.

E. Until May 25, 2064, not to discriminate in carrying out the redevelopment and construction of improvements on the granted premises and in the operation of the same after completion thereof, against any employee or applicant for employment because of race, religion, color or national origin.

F. Until May 25, 2004, from time to time, at all reason-

able hours, to give to the duly authorized representatives of the grantor and the City of Boston free and unobstructed access for inspection purposes to any and all of the improvements constructed on the granted premises and of all open areas surrounding the same.

G. Until May 25, 2004, to keep the improvements constructed on the granted premises in good and safe condition and repair unless such improvements shall have become uninsurable, and, in the occupancy, maintenance and operation of such improvements and the granted premises, to comply with all laws, ordinances, codes and regulation applicable thereto, provided that this covenant shall not be construed to expand the tort liability of the grantees to their tenants or the general public beyond common law and statutory rules of general applicability.

H. After the improvements to be constructed by the grantees on the granted premises have been completed, and until May 25, 2004, not to reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof without the prior written approval of the grantor, which would result in any of the following: (a) if the external appearance of the building (including roof and penthouse) or the granted premises is affected in any way; or (b) if there are significant changes in materials, design, dimensions or color in the public lobbies, entrances, or arcades. In the event the grantees shall fail to comply with the foregoing requirement, the grantor may within a reasonable time after discovery thereof by the grantor direct in writing that the grantees so modify, reconstruct or remove such portion or portions of the improvements as were reconstructed, demolished or subtracted from or added to or extended without the prior written approval of the grantor. The grantees shall promptly comply with such a directive, and shall not proceed further with such reconstruction, demolition, subtraction, addition or extension until such directive is complied with.

I. Until May 25, 2004, to keep all of the insurable property and equipment in respect of the granted premises insured by fire and extended coverage insurance and insured against such additional risks with respect to which insurance

is commonly carried on similar property and equipment in the City of Boston. Such insurance shall be in amounts sufficient to comply with the co-insurance clause applicable to the location and character of the property or equipment and, in any event, in amounts not less than eighty per centum (or eighty per centum in the case of extended coverage insurance) of the current cash value of such property or equipment. All such insurance shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts; shall have attached thereto a clause making the loss payable to the grantees, the mortgagee and (subject to the rights of the mortgagee) the grantor, as their respective interests may appear; and shall provide that no cancellation or termination shall be effective with respect to the grantor until after 15 days prior notice has been given to the grantor. In the event such insurance is not maintained in full force and effect by the grantees, their successors and assigns, the grantor may procure same, the cost of which to the grantor, plus interest at the rate of 6% per annum, shall be paid to the grantor by the grantees, their successors and assigns.

J. Until May 25, 2004, if any improvement or part thereof constructed on the granted premises shall have been damaged or destroyed, to proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. All proceeds of any such claim and other monies provided for the reconstruction, restoration or repair of any such improvement shall be deposited in a separate account of the grantees, their successors and assigns, or of any mortgagee. The proceeds and money so collected shall be used and expended for the purpose of fully repairing or reconstructing the improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction, to the extent that such money and proceeds may permit, unless the grantees, their successors and assigns, with the written approval of the grantor and any mortgagee, determine that all or any part of such damage or destruction shall not be so reconstructed, restored, or repaired.

K. To commence such reconstruction or repair within a

period not to exceed six months after such money or proceeds is received by the grantees, their successors or assigns, or any mortgagee (or such longer period as the grantor may specify in writing) and to well and diligently and with prompt dispatch prosecute such reconstruction or repair to completion within 24 months after the start thereof.

The covenants set forth above shall run with the land hereby conveyed and shall be to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the grantor and any successor public agency designated by or pursuant to law, both for and in its own right and also for the purpose of protecting the interests of the community and the other parties, public and private in whose favor and for whose benefit such covenants are provided, and such covenants shall be in force and effect without regard to whether the grantor or any such successor remains or is an owner of or in possession of any land or interest in the Government Center Project Area, but shall not be enforceable by transferees of other land owned by the grantor in such Project Area; and such covenants shall not be binding on any owner or person in possession or occupancy except for his period of ownership, possession or occupancy.

The grantor covenants that upon completion of construction by the grantee of garage facilities under Pemberton Square, the grantor shall grant to the grantee a permanent easement to cover the area covered by said construction, including the right to penetrate Pemberton Square to repair and maintain said construction.

This conveyance has the benefit of and is made subject also to the additional terms and conditions set forth in Land Disposition Agreement executed on January 9, 1964, by and between the grantor and the grantees hereto, as amended on _____ 1964, on file at the office of the Authority, to the extent such terms and conditions relate to the granted premises, all of which such terms and conditions survive the delivery of this deed and are binding upon all persons dealing with the granted premises and enforceable by the grantor and any successor public agency designated by or pursuant to law to the extent provided therein and as though said Land

Disposition Agreement were recorded and filed herewith and in the event the grantor exercises its right of entry or reconveyance as provided therein, it may record with said Deed and file with the Suffolk County Registry District of the Land Court said Land Disposition Agreement at the time it exercises said right.

All said additional terms and conditions contained in said Land Disposition Agreement, to the extent such terms and conditions relate to the granted premises, except only the covenants set forth specifically above in this deed and stated to run with the land, shall upon completion of said required improvements on the granted premises and the recording or registration of a certificate of completion, be a conclusive determination that all obligations of the grantees, their successors and assigns, as to the granted premises have been satisfied except only said covenants set forth above in this deed and stated to run with the land.

IN WITNESS WHEREOF, on the _____ day of _____
at Boston, Massachusetts, the parties hereto have
caused this Instrument in five counterparts to be signed,
sealed and delivered by their duly authorized officers,
respectively.

BOSTON REDEVELOPMENT AUTHORITY

Signed, sealed and
delivered in the
presence of:

By _____

By _____

Robert Leventhal

By _____

Eleanor M. Leventhal
(wife of Robert Leventhal)

By _____

By _____

Norman B. Leventhal

Approved as to form:

By _____

Muriel G. Leventhal
(wife of Norman B. Leventhal)

General Counsel, Boston
Redevelopment Authority

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared before me the above-named

who executed the foregoing Deed on behalf of Boston Redevelopment Authority and acknowledge the same to be his free act and deed and the free act and deed of Boston Redevelopment Authority.

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared before me the above-named

who executed the foregoing Deed and acknowledged the same to be his free act and deed.

Notary Public

My commission expires:

July 23, 1964

MEMORANDUM

TO: Boston Redevelopment Authority

FROM: Edward J. Logue, Development Administrator

SUBJECT: PARCEL 12

As you know, Center Plaza Associates, the Developers of Parcel 12, have been depositing \$75,000 per month toward the purchase price of Parcel 12A, title to which was originally scheduled to be conveyed on February 7, 1964. Total payments made by these developers to date amount to \$448,600, of which \$388,243 is to be applied to the purchase price of Parcel 12A, the total price of which is \$440,376. The latest extension of time granted to Center Plaza Associates terminates on August 1, at which time an additional payment of \$75,000 would put these developers well over the amount needed to purchase this parcel.

Recent discussions with the developers indicate that they are prepared to take title during the first week in August, and to commence construction on the first phase building within 30 days thereafter, as required by the Land Disposition Agreement. Under the Agreement, the developers must, prior to the conveyance, submit satisfactory evidence that they have the equity capital and commitments necessary for the mortgage financing necessary for the construction of the proposed improvements. Without such a showing by the developers, the Authority is not obligated to transfer title, and I would not recommend that it do so, since such capital and commitments are vital if construction is to go forward on this project. The Leventhals have assured me that satisfactory evidence will be forthcoming, and we are therefore preparing the necessary documents for transfer of title on August 5th.

In this connection, because of the passage of time and at the request of mortgagees, certain revisions are proposed to be made in the Land Disposition Agreement and Deed. These revisions relate to the facts that:

- A. Mr. Joseph Linsey, formerly a principal of Center Plaza Associates, has withdrawn from this venture and therefore references to his name must be deleted;
- B. In the interim the Government Center Urban Renewal Plan has been approved, so that the disposition no longer takes effect as an early land disposition; and
- C. Additional deposits have been made which must be reflected in the Land Disposition Agreement.

In addition, some small technical changes requested by the John Hancock Company have been made and, at the request of Hancock, the deed now refers to construction easements. It has always been our intention to grant these easements, and the only change is one of the form which they take.

Attached to this memorandum are:

- 1. A proposed amendment to the Land Disposition Agreement executed on January 9, 1964.
- 2. A revised form of Deed.
- 3. Votes related thereto.

I am extremely hopeful that title will indeed pass on August 5, so that this project, so long delayed, may at last go forward. However, in the event that the developers are not willing to take title or do not make the required showing as to equity capital and mortgage commitments, I will submit my recommendations at the next Authority meeting.

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hills and mountains. It is a very beautiful
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